

**DEPARTMENT OF FINANCE AND PURCHASING**

345 South Main Street

Harrisonburg, VA 22801

ISSUE DATE: January 30, 2014	REQUEST FOR PROPOSAL NUMBER: 2014026-PT-P	FOR: Office Furniture
DEPARTMENT: Public Transportation	DATE/TIME OF CLOSING: February 14, 2014 at 2:00 pm local time	CONTRACT ADMINISTRATOR: Reggie Smith, Director of Public Transportation

****A PRE-PROPOSAL MEETING WILL BE HELD ON FEBRUARY 5, 2014 AT 1:00 PM****

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by the City of Harrisonburg the items or services offered and accompanying attachments shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: ____% for payment within ____days/net ____days

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: ☐ **INDIVIDUAL** ☐ **PARTNERSHIP** ☐ **CORPORATION** ☐ **LLC**

Vendor's Legally Authorized
Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main St, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

**This document must be completed and returned with proposal.*

TABLE OF CONTENTS

I. DEFINITION OF WORDS AND TERMS	3
II. INSTRUCTIONS TO OFFERORS.....	6
A. Introduction.....	6
B. Purpose.....	6
C. Proposal Submission	6
D. Postponement or Cancellation of Request for Proposals.....	6
E. Proposal Signature	6
F. Addenda	7
G. Procurement Schedule.....	7
H. Pre-Proposal Conference.....	7
I. Inquiries	7
J. Approved Equal	7
K. Examination of RFP and Contract Documents	8
L. Cost of Proposals	8
M. Samples	8
N. Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals.....	8
O. Errors and Administrative Corrections	9
P. Compliance with RFP Terms and Attachments	9
Q. Proposal Requirements & Organization of Proposal Submission.....	9
R. Collusion	11
S. Pricing, Taxes and Effective Date.....	11
T. Rejection of Proposals.....	11
U. Exclusionary or Discriminatory Specifications.....	11
V. Protest Procedures.....	11
W. Proposal Alternatives	12
X. Disadvantaged Business Enterprise (DBE) Participation	12
III. PROPOSAL EVALUATION & CONTRACT AWARD	12
A. General	12
B. Eligibility for Award	12
C. Evaluation of Proposals	13
D. Scoring and Evaluation Criteria	13
E. Cost or Price Analysis	14
F. Contract Award and Term	14
G. Execution of Contract and Notice to Proceed	14
H. Public Disclosure of Proposals.	14
I. Conflicts of Interest and Non-Competitive Practices	15
IV. STATEMENT OF WORK	16
A. General	16
B. Pricing Details	16
C. Parts List	16

V. SPECIAL TERMS AND CONDITIONS	16
A. Quantity.....	16
B. Orders	16
C. Delivery, Transportation and Risk of Loss	17
D. Services	17
E. Invoices and Payments	18
F. Modification, Equitable Adjustments and Suspensions.....	18
G. Warranties	18
H. Insurance	19
I. Compliance with Laws; Non-Disrcimination; Fines	19

VI. GENERAL TERMS AND CONDITIONS.....	20
--	-----------

ATTACHMENTS

A. VENDOR CHECKLIST	26
B. AFFIDAVIT FOR PROPOSAL FOR NEW FACILITY OFFICE FURNITURE	27
C. STATE CORPORATION COMMISSION (SCC) FORM	28
D. NON-COLLUSION AFFADAVIT	29
E. CERTIFICATION OF COMPLIANCE WITH FEDERAL LOBBYING REGULATIONS	30
F. BUY AMERICA CERTIFICATION	31
G. MINORITY & SMALL BUSINESS STATUS OF BUSINESS OWNERSHIP – BIDDERS LIST INFORMATION.....	32
H. INSURANCE FORM	33
I. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM	34
J. SAMPLE STANDARD CONTRACT RFP	35
K. NOTICE OF EXCEPTIONS	36
L. FEDERAL (FTA) REQUIREMENTS	37
M. ADMINISTRATION BUILDING FLOOR PLANS	49
N. PRICING SCHEDULE	50

I. DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance or Accepted: Written documentation of HDPT's determination that the Contractor's Work has been completed in accordance with the Contract.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by HDPT during the Solicitation period.

Administrative Change: Documentation provided by HDPT to Contractor, which reflects internal HDPT procedures not affecting the Contract terms or Scope of Work.

Best and Final Offer: Best and Final Offer shall consist of the Offeror's revised proposal, the supplemental information, and the Offeror's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Offeror, the items submitted last will govern.

Bidder/Offeror or Offeror: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a bid/proposal to perform the Work.

Buyer: Individual designated by HDPT to conduct the Contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during Contract performance.

Change Documentation: A written document agreed upon by Project Managers, which if it creates a material change to the Contract term or Scope of Work shall be executed as a Contract Amendment.

Change Order: Written order issued by HDPT, with or without notice to sureties, making changes in the Work within the scope of this Contract.

City: City of Harrisonburg.

Contract Amendment: A written change to the Contract modifying, deleting or adding to the terms or scope of work, signed by both parties, with or without notice to the sureties.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between HDPT and the Contractor for completion of the Work under the Contract.

Contract Administrator: The individual designated by HDPT to administer the Contract and be the Contractor's primary point of contact. The Contract administrator will approve orders, receipts, invoices and document the Contractor's performance. This Individual may be the Project Manager.

Contract Period: The period of time during which the Contractor shall perform the Services or Work under the Contract.

Contract Price: Amount payable to the Contractor under the terms and conditions of the Contract for the satisfactory performance of the Services or Work under the Contract.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with HDPT for the performance of Services or Work under the Contract.

Cost Analysis: A cost analysis must be performed when the offeror is required to submit the elements (i.e., labor hours, overhead, materials, etc.) of the estimated cost; e.g., under professional consulting and architectural and engineering services contracts. A cost analysis will be necessary whenever adequate price competition is lacking and

for sole-source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or on the basis of prices set by law or regulation.

Day: Calendar Day.

Delivering Carrier – the shipping company or companies specified by HDPT to receive and transport Shipments of Products from Supplier's Facility to the Places of Delivery.

Delivery Date(s) and Time(s) – the date or dates and time or times that a shipment of Products to be received at the place of delivery.

Documentation: Technical publications relating to the use of the Work to be provided by Contractor under this Contract, such as reference, user, installation, systems administration and technical guides, delivered by the Contractor to HDPT.

DOT: Department of Transportation.

Final Acceptance: The point when HDPT acknowledges that the Contractor has performed the entire Work in accordance with the Contract.

FTA: Federal Transit Administration.

HDPT: Harrisonburg Department of Public Transportation

Order – directions to Supplier to manufacture and deliver certain quantities of Products hereunder.

Individual: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Places of Delivery – the HDPT designated facility or such other facilities, as stated on an Order, to which the Products subject to that Order shall be delivered.

Price – the unit price payable for the Products sold and purchased hereunder.

Price Analysis: A price analysis may be used in all other instances to determine the reasonableness of the proposed contract price.

Provide: Furnish without additional charge.

Reference Documents: Reports, specifications, and/or drawings that are available to Bidders for information and reference in preparing bids but not as part of this Contract.

RFP or Solicitation: Request for proposals. Also known as the solicitation document.

Scope of Work or Statement of Work (SOW): A section of the Contract consisting of written descriptions of Services to be performed, or the goods to be provided, or the technical requirements to be fulfilled under this Contract contained within the Scope of Work Section.

Services: The furnishing of labor, time or effort by a Contractor, but not involving the delivery of any specific manufactured goods.

Shall or Will: Whenever used to stipulate anything, Shall or Will means mandatory by either the Contractor or HDPT, as applicable, and means that the Contractor or HDPT, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Shipment: The quantity of Products loaded on a single vehicle for delivery to HDPT hereunder.

SWaM: Small, Women- and Minority-owned Business.

Time: All times used in this document shall refer to local prevailing time for Harrisonburg, Virginia.

Work: Everything to be provided and done for the fulfillment of the Contract and shall include all goods and services specified under this Contract, including Contract Amendments and settlements.

II. INSTRUCTIONS TO OFFERORS

A. Introduction

Harrisonburg Department of Public Transportation (HDPT) is the primary public transportation provider for the City of Harrisonburg and is a department of the City of Harrisonburg. HDPT provides public transit service, paratransit, and school bus services for the City of Harrisonburg, Virginia and also for James Madison University. In addition, HDPT maintains its own Central Garage, which provides maintenance for city equipment and vehicles as well as a vehicle wash station and parts office. With an expanding population base to serve, HDPT has outgrown its current facility located at 475 E. Washington Street in Harrisonburg. Harrisonburg City Council designated funds in 2011 to building a new public transportation facility. The new building spans over 40,526 square feet and will be home to 83 full-time and 60 part-time employees. The building is nearing completion, with an anticipated move-in time frame of mid-March 2014. An inventory of all office furniture has been completed, in an effort to assess the amount of reusable, recyclable and needed materials for the new building.

B. Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals for the provision and installation of office furniture for a new administration and maintenance facility located at 475 E. Washington Street, Harrisonburg, VA 22802 refer to *Section IV. Statement of Work* for project details.

C. Proposal Submission

All proposals must be in an opaque, sealed envelope or box and clearly marked: **“Sealed Proposal: Office Furniture RFP 2014026-PT-P”**. Proposals shall clearly indicate the legal name, address and telephone number of the bidder (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the bidder.

Offerors shall submit one (1) original paper copy proposal with the originals of all the required certifications and affidavits along with four (4) additional paper copies and one (1) electronic copy (on a USB thumb drive or CD-ROM) of the proposal, required certificates and affidavits. Oversize pages used for drawings or similar purposes are not prohibited. Each proposal, complete with affidavits and certifications, will be bound together with the required RFP Cover Page and Vendor Checklist (Attachment A) on top. The package containing the proposal must be clearly marked with the words “Sealed Proposal: Office Furniture RFP 2014026-PT-P” and the time and date proposals are due.

Proposals shall be mailed or hand-delivered to the **Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801**. Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **Friday, February 14, 2014 at 2:00pm local time**. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The offeror has the sole responsibility to have their proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

D. Postponement or Cancellation of Request for Proposals

HDPT reserves the right to cancel the RFP at any time for any reason or change the date and time for submitting proposals by announcing so prior to the date and time established for proposal submittal. HDPT also reserves the right to waive or not waive any informality in any proposals.

E. Proposal Signature

Each proposal shall include the RFP Cover Page signed by a individual authorized to bind the proposing

firm to the terms of the Contract.

F. Addenda

Receipt and review of Addenda by each offeror must be acknowledged by signing each and returning with each offerors bid.

G. Procurement Schedule

The projected schedule for this procurement is:

Pre-Proposal Meeting	February 5, 2014, 2014 at 1:00 pm
Last day for Questions	February 10, 2014 at 12:00pm (noon)
Proposals Due	February 14, 2014 at 2:00pm
Evaluation of Proposals By Selection Committee & Possible Interviews	February 14-20, 2014
Contract Negotiations	February 21, 2014
Anticipated Notice of Award	February 28, 2014
Anticipated Installation Start-Up Date	Mid-March 2014

H. Pre-Proposal Conference

There will be a pre-proposal meeting on **February 5, 2014 at 1:00pm** at HDPT located at 475 E. Washington St, Harrisonburg, VA 22802. All potential offerors are encouraged to attend, however attendance is not mandatory. Following review of the RFP and a question and answer period, there will be a site visit to buildings on-site for all pre-proposal conference participants. Following the pre-proposal meeting, all questions and answers provided at the pre-proposal meeting will be compiled and posted as an addendum on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov.

I. Inquiries

Questions related to the RFP or requests for clarification may be directed to Ms. Pat Hilliard, Purchasing Agent for the City of Harrisonburg, by email at Purchasing@harrisonburgva.gov. Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **February 10, 2014 at noon, local time**. It is the responsibility of all offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposals. All Addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by HDPT before the award of the Contract will not be binding upon HDPT.

J. Approved Equal

In all cases, services and materials must be furnished as specified. Where brand names or specific items are used in the specifications, consider the term "or approved equal" to follow.

Any unapproved deviations, exceptions, substitutions, alternates or conditional qualifications contained in a proposal may be cause for its rejection during evaluation.

If potential offerors believe that their product is equal to the product specified, they must submit a written request to HDPT on the provided Pricing Schedule form (Attachment N). Attachment N has two tabs. The first tab is for part numbers and descriptions, the second tab is where any other brand name offerings shall be listed. Should vendor submit a quote for an alternate brand name product, literature samples must be submitted with proposal documents.

K. Examination of RFP and Contract Documents

Offerors are expected to examine the scope of services required, specifications, schedules, all instructions, and sign and return Attachment B acknowledging such. Failure to do so will be at the offeror's risk. It is the intent of these specifications to provide services of first quality, and the workmanship must be the best obtainable in the various trades. The services must be high quality in all respects. No advantage will be taken by vendor in the omission of any part or detail, which goes to make the services complete. All manner of workmanship and material used in the production of the services and not herein contained or specified shall be of the industry standard and shall conform to the best practices known in the industry.

Contractor will assume responsibility for all equipment used in the proposal item, whether the same is manufactured by Contractor or purchased ready made from a source outside Contractor's company. It is the sole responsibility of Contractor to read the specifications and understand them.

The submission of a proposal shall constitute an acknowledgment upon which HDPT may rely that the Offeror has thoroughly examined and is familiar with the solicitation and form agreement, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be provided hereunder. The failure or neglect of a Offeror to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Offeror from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances, or resolutions.

L. Cost of Proposals

HDPT is not liable for any costs incurred by Offerors in the preparation, presentation, testing, or negotiation of Proposals submitted in response to this solicitation.

M. Samples

Samples of items when called for must be furnished free of expense. Samples must be labeled with the Offeror's name, manufacturer's brand name and number, proposal number, and item reference. Return of samples is the responsibility of the vendor. Should a vendor be called upon for an interview with HDPT, samples and demonstrations will be likely at this time.

N. Modification or Withdrawal of Proposals Prior to Submittal Date and Late Proposals

At any time before the time and date set for submittal of proposals, an Offeror may request to withdraw or modify its Proposal. Such a request must be made in writing to the Purchasing Agent by an individual with authority as identified on the RFP Cover Page, provided their identity is made known and a receipt is signed for the proposal. All proposal modifications shall be made in writing executed and submitted in the same form and manner as the original proposal. Any proposal or modification of proposal received after the exact date and time specified for proposal receipt will not be considered.

O. Errors and Administrative Corrections

HDPT will not be responsible for any errors in proposals. Offerors will only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by HDPT.

HDPT reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors. Erasures or other changes or entries made by the offeror must be initialed by the individual signing the proposal.

P. Compliance with RFP Terms and Attachments

HDPT intends to award a Contract based on the terms, conditions, and attachments contained in this RFP. Offerors are strongly advised to not make any exceptions. Offerors shall submit a proposal, which responds to the requirements of the RFP. An exception is not a response to an RFP requirement. **The Offeror shall identify in Attachment K any exceptions taken, and return the document with submission of proposal materials.** The "Notice of Exception" must identify the specific point or points of exception and provide an alternative. If no exception is taken, the Offeror shall mark the appropriate box on Attachment K and return the document with submission of proposal materials.

Offerors are cautioned that exceptions to the terms, conditions, and attachments may result in rejection of the proposal.

HDPT may, at its sole discretion, determine that a proposal with a Notice of Exception merits evaluation. A proposal with a Notice of Exception not immediately rejected may be evaluated, but its competitive scoring will be reduced to reflect the importance of the exception. Evaluation and negotiation will only continue with the Offeror if HDPT determines that a Contract in the best interest of HDPT may be achieved. The Notice of Exception will be used as part of HDPT's evaluation of the proposal, and, therefore, must be made known during the course of the proposing process. Comments and exceptions substantially altering the terms and conditions will not be considered after conclusion of the bid process and the award of a contract. Failure to submit Attachment K with proposal submission documents will be interpreted by HDPT as the offeror's acceptance of the terms and conditions provided herein.

Q. Proposal Requirements & Organization of Proposal Submission

Proposals shall contain the following items and follow the exact sequence outlined below. All documents shall be completed and signed where required.

1. Cover Letter, providing the following information:
 - a. Identification of the offeror(s), including name, address, e-mail address, and telephone number of the appropriate contact individual at each firm.
 - b. Proposed working relationship among proposing firms, i.e., prime-subcontractor, if applicable.
 - c. Signature of an individual authorized to bind the proposing firm to the terms of the proposal.
 - d. Cover Letter shall be submitted on company letterhead.
2. RFP Cover Page
3. Attachments A-N

4. Qualifications and Capabilities of the Firm(s)

- a. Names, title, and resumes of key individualnel proposed for the duration of the project. In the event that oral presentations are conducted, the designated key individualnel will be required to attend along with other representatives of the Offeror.
- b. Provide a brief profile of the Offeror, including its principal line of business, year founded, form of organization, number and location of offices, number of employees, and a general description of the Offeror's financial condition, as well as the name, address, and telephone number of the Offeror's financial institution. Identify any conditions (bankruptcy, pending merger, pending litigation, planned office closures, etc.) that may impede the Offeror's ability to complete the project.
- c. Identify all qualifications and organizational capabilities that will establish the offeror as a satisfactory provider of the required work by reason of its strength and stability.
- d. Identify subcontractors, if any, by company name, address, contact individual, telephone number, and project function. Provide the same information for each subcontractor as requested above.

5. Related Experiences and References

- a. This section of the Proposal should establish the ability of the Offeror to satisfactorily provide the required work by demonstrating competence in the performance of services to be provided; the nature and relevance of recently completed work; record of satisfactory performance on similar projects; and supportive client references. Provide examples of similar projects that Offeror has undertaken (indicating current status of the project) within the last three years. For each reference cited as related experience, furnish the name, title, address, and telephone number of the individual(s) at the purchaser's organization who is the most knowledgeable about the work performed.
- b. For each subcontractor cited in the section above, provide examples of similar contracts performed by the subcontractor, citing the same client information.

6. Technical Proposal (to include)

- a. Offerors must demonstrate their understanding of the project, describe their project approach, and explain how they will meet HDPT's goals and objectives. The merit of the proposed product will be judged largely on the basis of your narrative description of the product. It is important that the proposal contain all information required for an effective review process.
- b. Where the technical specifications permit alternative means, methods, and/or materials to be employed, the proposal shall indicate the choice of the Offeror.
- c. To the extent that there are any disclaimers or caveats pertaining to the provision of equipment or services as described in HDPT's specifications, they must be listed. Except as clearly stated in this section, it shall be assumed that HDPT's technical specifications shall supersede any and all such suggestions that may be described and/or included in the proposal.
- d. Proposed project schedule in days, phases, and/or steps.

7. Price Proposal

- a. The Price Proposal should respond to each Task and Item outlined in the Statement of Work and the Price Summary and Pricing Tables (Appendix A).

R. Collusion

The offeror guarantees that the proposal submitted is not a product of collusion with any other offeror, and no effort has been made to fix the proposal price of any offeror or to fix any overhead, profit, or cost element of any proposal price (Attachment D). Failure to submit the signed affidavit at the time of bid opening shall be grounds for disqualification of the offeror's offer.

If HDPT determines that collusion has occurred among Offerors, none of the proposals from the participants in such collusion shall be considered. HDPT's determination shall be final.

S. Pricing, Taxes and Effective Date

The price to be quoted in any proposal will include all items of labor, materials, tools, equipment, delivery and other costs necessary to fully meet the requirements of HDPT. Any items omitted, which are clearly necessary for the completion of this project, will be considered a portion of such specifications, although not directly specified.

Price proposals shall include all freight charges, FOB to the designated delivery points.

HDPT is exempt from payment of Federal, Excise and Transportation Tax, and the Virginia Sales, Excise and Use Tax. Offerors will not include these taxes in their price(s). All other government taxes, duties, fees, licenses, permits, royalties, assessments, and charges shall be included in the proposed price.

In the event of a discrepancy between the unit price and the extended amount for a required item, the unit price will govern.

T. Rejection of Proposals

HDPT reserves the right to reject any or all proposals and waive or not waive any minor informalities or irregularities.

U. Exclusionary or Discriminatory Specifications

HDPT agrees that it will comply with the requirements of 49 U.S.C. Section 5323(h)(2) by refraining from using any Federal assistance awarded by the Federal Transit Administration to support procurements using exclusionary or discriminatory specifications. HDPT further agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal Statute.

V. Protest Procedures

Any protest or objection to the Conditions and Specifications will be submitted for resolution to Purchasing Agent, Pat Hilliard via email at Purchasing@harrisonburgva.gov. Each protest must be made in writing and supported by sufficient information to enable the protest to be considered. A protest or objection will not be considered by HDPT if it is insufficiently supported or if it is not received within the specified time limits. Protest procedures are available from HDPT.

W. Proposal Alternatives

Proposals shall address all requirements identified in this solicitation. In addition, HDPT may consider proposal alternatives submitted by Offerors that provide enhancements beyond the RFP requirements. Proposal alternatives may be considered if deemed to be in HDPT's best interests. Proposal alternatives must be clearly identified in writing on the Pricing Schedule (Attachment N).

X. Disadvantaged Business Enterprise (DBE) Participation

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. The HDPT DBE Program Policy Statement can be viewed at: <http://www.harrisonburgva.gov/sites/default/files/Finance/DBE%20Policy%20Statement%202012%20for%20Tranist.pdf>.

In support of HDPT's DBE program, the Virginia Department of Minority Business Enterprise (DMBE) maintains a directory identifying all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, certification number, and the type of work the firm has been certified to perform as a DBE. DMBE updates the directory as necessary. Certification forms and documentation requirements are available at www.dmbv.virginia.gov. A current Vendor Directory is also available.

49 CFR Part 26 requires HDPT to collect certain data about firms attempting to participate in contracts. This data must be provided on Attachment G.

III. PROPOSAL EVALUATION & CONTRACT AWARD

A. General

Any contract resulting from this solicitation will be between HDPT and the Contractor responsible for providing the goods and/or performing the services described herein. HDPT is not party to defining the division of work between the Contractor and its Subcontractors, if any, and the Specifications and/or Scope of Services have not been written with this intent.

The Evaluation Committee may elect to interview offerors in order to clarify their proposals and/or for the Offerors to make oral presentations. If interviews, presentations, or negotiations are held, the evaluation team may reevaluate the proposals of those firms interviewed. HDPT expects all offerors to fully cooperate with its evaluation process.

B. Eligibility for Award

In order to be eligible for award, offerors must be responsive and responsible.

1. Responsive proposals are those complying in all material aspects of the solicitation, both as to the method and timeliness of submission and as to the substance of the resulting Contract. Proposals that do not comply with all the terms and conditions of the solicitation may be rejected as non-responsive.
2. Responsible offerors are those prospective Contractors who, at a minimum, must:

- a. have adequate financial resources, as required during performance of the Contract.
- b. be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments.
- c. have a satisfactory record of past performance.
- d. have necessary technical capability to perform.
- e. not be identified on the System for Award Management (SAM) as being a debarred bidder.
- f. be qualified as a manufacturer or regular provider of the equipment being offered.
- g. allow HDPT to conduct a Pre-Award Audit to verify accuracy of Buy- America certification in accordance with 49 CFR 663.
- h. be otherwise qualified and eligible to receive an award under applicable laws and regulations.

C. Evaluation of Proposals

The Evaluation Committee will evaluate the proposals in accordance with the criteria set forth below. The total evaluation points, as separately determined by each team member, will be added and each offeror will be ranked in numerical sequence, from the highest to the lowest score. HDPT may then select the proposal that is considered to be the most advantageous to HDPT.

D. Scoring and Evaluation Criteria

The specifications, as amended through the request for approval or exception process, and any addenda thereto, set forth the minimum requirements of the components, warranty, service, support, and other deliverables HDPT requires through this procurement.

The award of this contract shall be made to the offeror whose proposal, in the opinion of HDPT, best meets the established criteria listed herein. Technical superiority, individual assigned to the project, and project approach are part of the evaluation criteria, as well as previous experience, and are listed as follows:

1. Project Approach

A description of the Offeror's methodology for achieving HDPT's overall project goals is an essential part of the evaluation process. Offerors must provide a list of product offerings with warranty and customer service information, a work program outlining proposed tasks along with estimated man days of effort and costs for each task, and a time schedule indicating start and completion date for each task. The Offeror is expected to propose a project approach to best achieve the project purposes, and HDPT will evaluate the quality of the proposed products. The detailed work program produced from this will set forth all phases of the project and serve as a basis for the contractually required performance.

2. Organizational Background, Qualifications and Capabilities

Along with resumes and responsibilities for key individual in the project, proposals should include a brief summary of the Offeror's overall organization and background of the firm,

including areas of practice, stability, and internal quality control program. The Offeror's background, resources and capabilities in relevant areas should be described. Significant emphasis will be placed on the offeror's ability to complete work in a timely manner, size of the firm relative to the size of the project, proposed project staff resources and proposed use of subcontractors. Beyond service history, the structure of the corporation, availability of corporate support, and the financial viability of the firm will be considered. Additionally, HDPT is seeking the ability of the offeror to demonstrate a history of providing high quality customer service, as service quality is a vital review component.

3. Related Experience and References

The offeror shall submit a list of five (5) references for projects of similar scope, within the past three years, which have awarded the offeror contracts for similar services, and the size of the contract, including US dollar value. Any situation in which damages have or are being made against the Offeror, a contract has been canceled or a claim has been made on a surety bond, must be clearly explained. A contact individual's name and phone number from the procuring agencies must be provided.

4. Price

Price is an important determinant for award, but not the sole consideration. Price will be evaluated on its overall relationship to being most advantageous and favorable to HDPT.

5. Product Design and Performance

The RFP review panel will use the product information provided by the Offeror in its technical submittal to evaluate this factor. Product construction and system design, as well as documented reliability, may be used in this evaluation, as well as other design and performance elements of the components which comprise these products. At a minimum, product warranty, test results, safety and maintenance factors and cost of operation for the product design and system components proposed may be considered in determining a final value for this factor.

E. Cost or Price Analysis

HDPT must conduct a cost or price analysis for any purchase.

F. Contract Award and Term

Contract award, if any, will be made by HDPT to the responsible Offeror whose proposal meets the requirements of the RFP, and will be the most advantageous to HDPT with respect to operational plan, quality, and other factors as evaluated by HDPT. HDPT shall have no obligations until a Contract is signed between the Offeror and HDPT.

Initial term of Contract shall be one (1) year from the date the contract is signed. At the end of the Initial Term, this Agreement shall expire.

G. Execution of Contract and Notice to Proceed

The Offeror to whom HDPT intends to award the Contract shall sign the Contract and return it to HDPT. Upon authorization by HDPT, the Contract will be countersigned by the City Manager. Upon receipt by HDPT of any required documentation and submittals by the Offeror, a Notice to Proceed may be issued, if appropriate.

H. Public Disclosure of Proposals

HDPT is subject to the Virginia Freedom of Information Act. Therefore, the contents of this RFP and the Contractor's proposal submitted in response to this RFP shall be considered public documents and are subject to the Virginia FOIA statutes. As such, all proposals submitted to HDPT will be available for inspection and copying by the public after the selection process has been concluded. There are, however, various items that may be exempt under public disclosure laws. If any proprietary, privileged, or confidential information or data is included in the Contractor's proposal, each page that contains this information or data should be marked as such (e.g., "Proprietary," "Confidential," "Business Secret," or "Competition Sensitive") in order to indicate your claims to an exemption provided in the Virginia FOIA. It is HDPT's sole right and responsibility, however, to make the determination whether these items are exempt or not exempt under the Virginia FOIA statutes. Clearly identified proprietary information will not be disclosed during the selection process. Attachment I provides a place to identify any proprietary information.

The Offeror shall identify in Attachment I any proprietary information contained in their proposal, and return the document with submission of proposal materials. If no proprietary information is included in the proposal, the Offeror shall mark the appropriate box on Attachment I and return the document with submission of proposal materials.

All data, documentation and innovations developed as a result of these contractual services shall become the property of HDPT.

I. Conflicts of Interest and Non-Competitive Practices

1. Conflict of Interest

Contractor, by submitting a proposal to HDPT to perform or provide work, services, or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services, or materials required to be performed and/or provided under this Contract and that it shall not employ any individual or agent having any such interest. In the event that Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, is shall immediately disclose such interest to HDPT and take action immediately to eliminate the conflict or to withdraw from this Contract, as HDPT may require.

2. Contingent Fees and Gratuities

Contractor, by submitting a proposal to HDPT to perform or provide work, services, or materials, has thereby covenanted:

- a. No individual or selling agency except bona fide employees or designated agents or representatives of Contractor has been or will be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
- b. No gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor or any of its agents, employees, or representatives, to any official, member or employee of HDPT or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

IV. STATEMENT OF WORK

A. General

The Harrisonburg Department of Public Transportation (HDPT) is requesting proposals for the purpose of acquiring and installing office furniture for a new Administrative and Maintenance Facility at 475 E. Washington St Harrisonburg, VA 22802.

B. Pricing Details

Pricing is to include all freight to the new HDPT Facility, assembly, installation, drawing fees and field specification time.

C. Parts List

A parts list is a required part of the proposal submission. Price bids must be submitted using the provided tables. In addition to the itemized list, offerors are required to submit a price list for all furnishings within the furniture lines proposed. Quantities listed in Attachment N are estimates only. The city reserves the right to make additions and/or deletions of quantities and products.

Any manufacturers' names, trade names, brand names or catalogue numbers used in the specifications are for the purpose of describing and establishing general performance and quality levels. Such references are not intended to be restrictive. Bids are invited on these and comparable brands or products provided the quality of the proposed products meet or exceed the quality of the specifications listed for any item. HDPT in its sole discretion, reserves the right to determine equivalency in any exceptions to the specifications. Attachment N has two tabs. The first tab is Hon part numbers and descriptions, the second tab is where any other brand name offerings shall be listed. Should vendor submit a quote for an alternate brand name product, literature samples must be submitted with proposal documents.

V. SPECIAL TERMS AND CONDITIONS

A. Quantity

1. Except as otherwise provided below, HDPT shall purchase and pay for and Supplier shall sell and deliver the quantity of Products set forth. Quantities are estimates and not guaranteed.
2. From time to time during the Term, HDPT may initiate purchases of additional Products from Supplier by submitting to Supplier an Order. Supplier and HDPT may agree upon the quantity to be purchased through such an Order at any given time prior to the expiration of the Term. Each Order formed under this award shall incorporate by reference the terms and conditions of this award.

B. Orders

1. Ordering Procedure

HDPT shall place orders for Products (each, an "Order") directly with Supplier. HDPT may amend or supplement an Order at any time

2. Contract Administrator

Supplier's performance under this award may be monitored and reviewed by a representative

designated by HDPT to administer the contract and be the Supplier's primary point of contact ("Contract Administrator"). Reports and data required to be provided by Supplier shall be delivered to the Contract Administrator. Questions by Supplier regarding interpretation of the terms, provisions, and requirements of this Agreement shall be addressed to the Contract Administrator for response. Contract Administrator shall be Reggie Smith, Director of Transportation.

C. Delivery, Transportation and Risk of Loss

1. Delivery Dates and Times

Time is of the essence with respect to each Order. If Supplier determines that it will be unable to comply with HDPT's designated Delivery Date(s) and Time(s), Supplier shall so notify the Contract Administrator immediately upon Supplier's determination.

2. Place of Delivery and Transportation Costs

All Products shall be delivered F.O.B. at the Place of Delivery designated in the Order. All services and required supervision to furnish such Products as set forth herein shall be performed at the designated facility in the applicable Order. HDPT facilities include, but are not limited to, the following sites:

Harrisonburg Department of Public Transportation
475 East Washington Street
Harrisonburg, VA 22802

3. Transfer of Title and Risk of Loss

Title to Products shall transfer from Supplier to HDPT at the Place of Delivery. Supplier shall bear the risk of damage to or loss of Products during transportation until Products are delivered to the Place of Delivery and accepted by HDPT.

D. Services

1. Inspections & Rejections

- a. Receipt Inspections. Upon receipt at the Place of Delivery, HDPT may, but shall not be obligated to, perform receipt inspections to confirm that the Products conform to the applicable Order and HDPT's Specifications. Such inspections may be cursory in nature, and acceptance of Products by HDPT shall not be deemed evidence that the Products conform to HDPT's Specifications.
- a. Rejection of Product. HDPT may reject any Products that do not conform to the applicable Order or HDPT's Specifications, provided HDPT provides Supplier with notice of such rejection within a reasonable time after it discovers the nonconformity.
- b. Remedies upon Rejection. In addition to such remedies as may be available hereunder, at law or in equity, upon rejection of any Product, HDPT shall be entitled to exercise any available remedies under this award, in law or equity, for non-conforming Products.
- c. No Waiver of Remedies. The inspection, acceptance or final acceptance of Products shall not constitute a waiver of any rights or remedies available under this award, in law or equity.

2. Full and Complete Compensation

The Price for the Products represents the full and complete compensation for the provision of the

Products, and includes compensation for all associated services, labor, supervision and transportation necessary for the provision of such Products, and for all taxes (except sales and use taxes, if any), fees, fringe benefits, insurance, profit and overhead in connection with Supplier's performance under this award.

E. Invoices and Payment

1. Invoices

Supplier shall submit an invoice to HDPT, Accounts Payable, each month for the Products provided during the immediately preceding month. No advance payment shall be made or accepted for the Products. Supplier's invoice must be accompanied by all required documentation to support all charges and clearly identify the Order number. Any invoice submitted to HDPT in an improper format or without the required information or documentation will be returned unpaid to Supplier for correction and resubmission.

2. Payment

HDPT shall pay all undisputed portions of properly documented invoices within 30 days after receipt of Supplier's invoice or HDPT's receipt of the Products described on the invoice, whichever is later. If HDPT disputes any portion of an invoice, HDPT shall provide written notice to Supplier indicating the reason HDPT is withholding any amount, and HDPT shall pay the undisputed portion of the invoiced amount. Neither the payments made to Supplier, nor the method of such payments, shall be deemed HDPT's acceptance of the Products, nor shall they relieve Supplier of its obligation to perform hereunder in strict compliance with the requirements herein.

F. Modifications, Equitable Adjustments and Suspension

1. Change Orders

HDPT may, at any time by written notice to Supplier from the Contract Administrator, make changes to the Specifications by issuing a written change order. Supplier shall not honor any oral request for a change and shall not be entitled to an equitable adjustment with respect to any work that is not authorized by a Change Order from HDPT's Contract Administrator. All Products and services performed pursuant to a Change Order shall be subject to all applicable terms and conditions herein.

G. Warranties

1. Warranties and Remedies

- a. Supplier warrants that all Products delivered pursuant to this Award shall be new and shall (a) strictly conform to the applicable HDPT's Specifications and (b) be free of defects in design, workmanship and material and (c) be suitable in all respects for their intended use for a period of not less than 12 months from the date of acceptance of such Products by HDPT.
- b. Supplier shall ensure that the warranty requirements of this Award are enforceable through and against Supplier's suppliers, vendors, and distributors. Supplier is responsible for liability and expense caused by any inconsistencies between the warranties extended to HDPT by Supplier and those extended to Supplier by its suppliers, vendors, distributors, and subcontractors. Such inconsistency or difference shall not excuse Supplier's full compliance with its obligations under this Agreement. Supplier shall cooperate with HDPT in facilitating warranty related work by such suppliers, vendors, distributors, and subcontractors.

H. Insurance

Supplier shall obtain, pay for and keep in force during the Term hereof, and thereafter as provided, the coverages in the amounts listed in Attachment H.

I. Compliance with Laws; Non-Discrimination; Fines

1. General

Supplier shall comply with all foreign and United States (federal, state and local) laws, rules, regulations and ordinances applicable to the performance of its obligations under this Award. In addition, Supplier shall obtain, maintain in good standing and be liable for all taxes, fees, governmental licenses, permits and approvals necessary for the operation of Supplier's Facility required in the performance of Supplier's obligations under this Agreement. Upon request, Supplier shall furnish to HDPT certificates of compliance with all such laws, rules, regulations, and ordinances.

- a. **Compliance with Federal Transit Administration Requirements.** Supplier shall comply with all requirements of the Federal Transit Administration ("FTA"), attached hereto in Attachment L. If a conflict shall arise between the Articles of this Agreement and any FTA requirement in Attachment L the FTA requirement shall take precedence and be controlling. In addition, Attachments E & F contain federal clauses that must be agreed to by signature and returned with the proposal submission documents. By signing Attachment B, Offerors agree to all Federal (FTA) terms listed within the RFP document, including Attachment L.
- b. **Business Conduct and Conflicts of Interest.** No member, officer, or employee of HDPT during their tenure or for two (2) years thereafter shall have any financial interests, direct or indirect, in this Agreement or the proceeds thereof. Supplier shall notify HDPT's Contract Administrator of current or former HDPT employees who may become involved in the Agreement at any time during the term of the Agreement.
- c. **Fines and Fees.** Any fines, legal costs or other penalties incurred by Supplier or its agents or employees for noncompliance with any laws, rules, regulations or ordinances with which compliance is required herein shall not be reimbursed by HDPT, but shall be the sole responsibility of Supplier. If fines, penalties or legal costs are assessed against HDPT by any government authority or court due to noncompliance by Supplier or its agents or employees with any laws, rules, regulations or ordinances, or if HDPT's operations or any part thereof is delayed or stopped by order of any government authority or court due to Supplier's noncompliance or the noncompliance of Supplier's agents or employees, Supplier shall indemnify and hold harmless HDPT against any and all losses, liabilities, damages, claims and costs (including reasonable attorneys' fees) suffered or incurred because of the failure of Supplier or its agents or employees to comply therewith.

2. Force Majeure

- a. **Events of Force Majeure.** Neither HDPT nor Supplier shall be liable for its failure to perform or for any delay in performance of its obligations hereunder to the extent that such performance is delayed or prevented by circumstances beyond its reasonable control, without its fault or negligence and that despite its reasonable efforts is unable to overcome (a "Force Majeure Event"). Either party's right to be excused pursuant to the preceding sentence shall be conditioned upon the party experiencing the Force Majeure Event providing prompt written notice to the other party of the occurrence of the Force Majeure Event. This written notification shall give a full and complete explanation of the Force Majeure Event and its cause, the status of the Force Majeure Event, and the actions the party is taking and proposes to take to overcome the Force Majeure Event. Subject to the foregoing conditions, events that may constitute Force Majeure Events include acts of God; unusually severe weather

conditions; war; riots; requirements, actions or failures to act on the part of governmental authorities; inability despite due diligence to obtain required licenses, permits or approvals; fire; damage to or breakdown of necessary facilities; or unusual transportation delays or accidents. Strikes and other labor difficulties are not Force Majeure Events. The party experiencing the Force Majeure Event shall exercise due diligence to overcome any Force Majeure Event.

- b. Force Majeure Procedure. The party experiencing the Force Majeure shall exercise due diligence in endeavoring to overcome and mitigate any resulting delay in, or prevention of, its performance. If Supplier is experiencing the Force Majeure, it shall, in addition to the above actions, implement any applicable contingency plan. The party experiencing the Force Majeure shall also give prompt written notification to the other party, which notice shall include a full and complete explanation of the Force Majeure and its cause, the status of the Force Majeure, and the actions such party is taking and proposes to take to overcome and mitigate any resulting delay in, or prevention of, its performance.
- c. Termination for Extended Force Majeure. If Supplier's ability to perform hereunder is delayed or prevented, in whole or in part, for a period of 30 consecutive days as a result of an event of Force Majeure, HDPT shall have the right, at its sole option, to terminate this Agreement, in whole or in part, by giving written notice of termination to Supplier. Such termination shall be effective no earlier than 10 days after Supplier's receipt of such notice and without regard to whether the event of Force Majeure ends prior to the date on which the termination becomes effective.

3. Independent Contractor

Supplier is an independent contractor for all purposes in connection with this Award and is solely responsible for workers' compensation, unemployment compensation, social security, payroll taxes and all similar obligations affecting its employees. This Agreement is not intended to be one of hiring under the provisions of any workers' compensation or other laws and shall not be so construed. None of Supplier's employees shall be deemed to be a HDPT employee for any purpose, nor shall HDPT be in any way responsible for delegating responsibility between Supplier and its vendors or suppliers. Nothing herein shall be deemed to constitute a partnership or joint venture between the parties. Supplier shall keep all necessary employment-related records and make all necessary payments to its employees.

VI. GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any individual or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. **(For Invitation For Bids(ITB):)** Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals(RFP):)** Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the

solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the individual whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, 2.2.4363*).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the

subcontractor(s) under the contract; or

- (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)**

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offers.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying

the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any individuals or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the SCC site is <http://www.scc.virginia.gov>.

ATTACHMENT A: VENDOR CHECKLIST

(to verify that all necessary documents are included)

This form must be completed and returned with the technical proposal. Failure to return this form may be cause for considering your proposal non-responsive. All documents shall be completed and signed where required.

<u>Checklist Item</u>	<u>Vendor Check-Off</u>	<u>HDPT Check-Off</u>
Cover Page		
Cover Letter		
Attachment A. Vendor Checklist		
Attachment B. Affidavit for Proposal for New Facility Office Furniture		
Attachment C. State Corporation Commission (SCC) Form		
Attachment D. Non-Collusion Affidavit		
Attachment E. Certification of Compliance with Federal Lobbying Requirements		
Attachment F. Buy America Certificate		
Attachment G. Minority & Small Business Status of Business Ownership – Bidders List Information		
Attachment H. Insurance Form		
Attachment I. Proprietary/Confidential Information Identification Form		
Attachment K. Notice of Exceptions		
Attachment N. Pricing Schedule		
Literature Samples (if alternate brand name product is quoted)		
Document Addressing Scoring & Evaluation Criteria		

**ATTACHMENT B: AFFIDAVIT FOR PROPOSAL
FOR NEW FACILITY OFFICE FURNITURE**

The undersigned hereby declares that he/she has carefully read and examined the RFP, the Scope and Terms, the Specifications, Warranty and Quality Assurance Requirements with all supporting certificates and affidavits for the provision of services specified at the prices stated in the fee proposal.

SIGNED:

DATE: _____

NAME: _____
(Print)

TITLE: _____

FIRM NAME: _____

ATTACHMENT C: STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

SIGNED:

DATE: _____

NAME: _____
(Print)

TITLE: _____

FIRM NAME: _____

ATTACHMENT D: NON-COLLUSION AFFIDAVIT

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid(s) has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any individual not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such individual prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in the affidavit:

SIGNED: _____ DATE: _____

NAME: _____
(Print)

TITLE: _____

FIRM
NAME: _____ FEID: _____

**ATTACHMENT E: CERTIFICATION OF COMPLIANCE
WITH FEDERAL LOBBYING REGULATIONS**

The undersigned certifies to the best of his/her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any individual for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of ANY federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any individual for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with THIS federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any individual who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNED: _____ DATE: _____

NAME: _____
(Print)

TITLE: _____

FIRM NAME: _____

ATTACHMENT F: BUY AMERICA CERTIFICATION

*****CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS***

This procurement is subject to the Federal Transit Administration requirements in 49 CFR Part 661. A Buy America Certificate, as shown below, must be completed and submitted with the bid. A bid, which does not include the certificate, shall be considered non-responsive.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

ATTACHMENT G: MINORITY AND SMALL BUSINESS STATUS
OF BUSINESS OWNERSHIP
BIDDERS LIST INFORMATION

The City of Harrisonburg Department of Public Transportation maintains a Bidders List with information about the minority and small business status of firms bidding on/receiving contracts/purchases with the City. Please identify your business below, and then complete the Bidders List minority status and income information about your business, by checking on the applicable line. Information provided will be confidential, and will be used only by the City of Harrisonburg to maintain bidders' records as required per 49 CFR Part 26.11.

Name of Business: _____

City/State of Business Location: _____

Type of Business: _____

Age of Business (years), Since Establishment: _____

1. Business Owned (51% or more) by a minority? ____ Yes ____ No

(Minorities include: Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the Small Business Administration.)

2. Is business certified as a Disadvantaged Business Enterprise? ____ Yes ____ No

If yes, when was the business certified, and by which agency? _____

3. Is business certified as a Small Business? _____ Yes _____ No

Annual Gross Income of Business

____ Less than \$500,000

____ \$500,000 to \$1 million

____ \$1 million to \$2 million

____ \$2 million to \$5 million

____ \$5 million to \$10 million

____ \$10 million to \$15 million

____ \$15 million to \$19.5 million

____ \$19.5 million or above

ATTACHMENT H: INSURANCE FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

- 1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**
- 2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.
- 3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

BIDDER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

SIGNED: _____ DATE: _____

NAME: _____
(Print)

TITLE: _____

FIRM NAME: _____

**ATTACHMENT I: PROPRIETARY/CONFIDENTIAL INFORMATION
IDENTIFICATION FORM**

Name of Firm/Offeror:_____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

☐ Check this box if there are none.

ATTACHMENT J: SAMPLE STANDARD CONTRACT RFP

This Contract entered into this ____ day of _____ 20____, by _____ hereinafter called the “Contractor” and City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor)

dated: _____

If applicable, any Official City Addenda(s):

#1, dated: _____

- (3) The Contractor’s Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

<p>CONTRACTOR:</p> <p>OWNER:</p> <p>By:_____</p> <p>Title:_____</p>	<p>CITY OF HARRISONBURG,</p> <p>By:_____</p> <p>Title:_____</p>
---	--

ATTACHMENT K: NOTICE OF EXCEPTIONS

List exceptions to any portions of RFP (General Terms & Conditions, Federal Terms & Conditions, Special Terms & Conditions):

☐ **Check this box if there are none.**

ATTACHMENT L: FEDERAL (FTA) REQUIREMENTS

FEDERAL TRANSIT ADMINISTRATION

Harrisonburg Department of Public Transportation, HDPT, is responsible for ensuring full and open competition and equitable treatment of all potential sources in the procurement process. HDPT is also responsible for planning, solicitation, award, administration and documentation of all federally funded contracts.

As a recipient of federal funds, HDPT is required to comply with federal statutes and regulations applicable to their project or particular contract.

Federally Required and Other Model Contract Clauses Materials & Supplies >\$100,000

1. Fly America Requirements
2. Cargo Preference Requirements
3. Energy Conservation Requirements
4. Access to Records and Reports
5. Federal Changes
6. Recycled Products
7. No Government Obligation to Third Parties
8. Program Fraud and False or Fraudulent Statements and Related Acts
9. Termination
10. Suspension and Debarment
11. Civil Rights Requirements
12. Disadvantaged Business Enterprises (DBE)
13. Incorporation of Federal Transit Administration (FTA) Terms
14. Breaches and Dispute Resolution
15. Clean Air
16. Clean Water
17. Privacy Act
18. Lobbying
19. Buy America

1. FLY AMERICA REQUIREMENTS

49 U.S.C. §40118

41 CFR Part 301-10

Fly America Requirements - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall,

in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. CARGO PREFERENCE REQUIREMENTS

46 U.S.C. 1241

46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

3. ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.

49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325

18 CFR 18.36 (i)

49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

Apart from the more limited record access provisions of the Common Grant Rules, 49 U.S.C. Section 5325(g) provides FTA and DOT officials, the U.S. Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents,

and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

The Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

FTA does not require the inclusion of these requirements in subcontracts.

5. FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. RECYCLED PRODUCTS

42 U.S.C. 6962

40 CFR Part 247

Executive Order 12873

Recovered Materials - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and

Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

7. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. TERMINATION

49 U.S.C. Part 18

FTA Circular 4220.1F

a. Termination for Convenience The City of Harrisonburg may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Harrisonburg to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Harrisonburg, the Contractor will account for the same, and dispose of it in the manner the City of Harrisonburg directs.

b. Opportunity to Cure The City of Harrisonburg in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Harrisonburg's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from the City of Harrisonburg setting forth the nature of said breach or default, the City of Harrisonburg shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Harrisonburg from also pursuing all available remedies against Contractor and its sureties for said breach or default.

c. Waiver of Remedies for any Breach In the event that the City of Harrisonburg elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Harrisonburg shall not limit the City of Harrisonburg's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

d. Termination for Default (Supplies and Service) If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Harrisonburg may terminate this contract for default. The City of Harrisonburg shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

10. SUSPENSION AND DEBARMENT

49 CFR Part 29 Executive Order 12549

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Harrisonburg. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Harrisonburg, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.**

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and

Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

49 CFR Part 26

Disadvantaged Business Enterprises

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is **.1%**. A separate contract goal **has not** been established for this procurement.

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Harrisonburg deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City of Harrisonburg. In addition, **the contractor may not hold retainage from its subcontractors.**

e. The contractor must promptly notify the City of Harrisonburg, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Harrisonburg.

13. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

[FTA Circular 4220.1F](#)

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in [FTA Circular 4220.1F](#) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Harrisonburg requests which would cause the City of Harrisonburg to be in violation of the FTA terms and conditions.

14. BREACHES AND DISPUTE RESOLUTION

FTA Circular 4220.1F

49 CFR Part 29

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Harrisonburg's attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Harrisonburg, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Harrisonburg and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of Harrisonburg is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Harrisonburg or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. CLEAN AIR

42 U.S.C. 7401 et seq

40 CFR 15.61

49 CFR Part 18

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor

agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

16. CLEAN WATER

33 U.S.C. 1251

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

17. PRIVACY ACT

5 U.S.C. 552

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974,

5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

18. LOBBYING

31 U.S.C. 1352

49 CFR Part 19

49 CFR Part 20

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

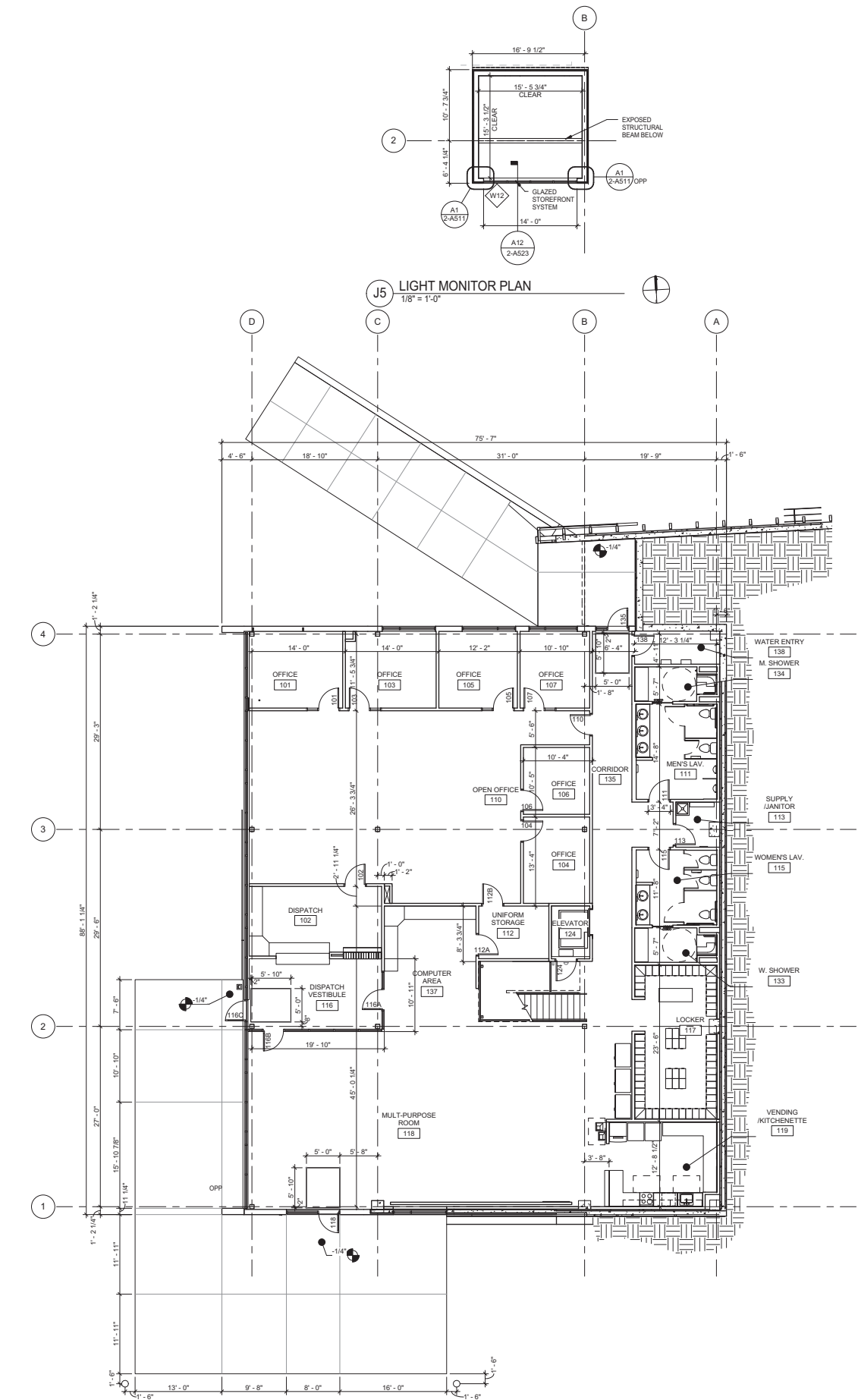
19. BUY AMERICA

49 U.S.C. 5323(j)

49 CFR Part 661

Buy America - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.



A1 LEVEL 1 FLOOR PLAN
1/8" = 1'-0"

J5 LIGHT MONITOR PLAN
1/8" = 1'-0"

A10 LEVEL 2 FLOOR PLAN
1/8" = 1'-0"

FLOOR PLAN KEYNOTES	
PLAN NOTE	DESCRIPTION
001	BELOW GRADE INSULATION
002	ADA FLOOR CLEARANCE
003	CONCRETE WALKWAY, SEE CIVIL
030	METAL LADDER
032	5'X6' RECESSED MAT - TYPICAL AT ALL BUILDING ENTRY DOORS
033	4'X6'X60" CARD READER BOLLARD
034	WALL MOUNTED WHITEBOARD
035	WALL MOUNTED SMARTBOARD
036	SURFACE MOUNTED TACKBOARD
037	RECESSED TRACK CEILING MOUNTED FOLDING PARTITION WALL
038	CONCRETE SITE BENCH - SIDE MOUNT TO ADJACENT RETAINING WALL
039	CONCRETE PATIO
040	CONCRETE SLAB CONTROL JOINTS
041	PAINTED METAL BOLLARD
042	WALL MOUNTED CARD READER
043	WALL MOUNTED ADA PUSH BUTTON
044	2" RECESS AT CONC. SLAB FOR THICK-SET SHOWER TILE & DRAIN

NOTE: BELOW GRADE INSULATION TO BE LOCATED BELOW SLAB 4'-0" INTO THE BUILDING FROM THE INSIDE FACE OF WALL. LENGTH ALONG WALL AS FOLLOWS:
NORTH WALL: 55'-0" (FROM NW CORNER)
EAST WALL: NONE
SOUTH WALL: 42'-0" (FROM SW CORNER)
WEST WALL: ENTIRE LENGTH
SEE WALL SECTIONS

GENERAL NOTES

1. REFER TO FINISH PLAN FOR SLAB CONTROL JOINT LOCATIONS.
2. GRIDLINES ARE TO CENTERLINE OF STRUCTURAL COLUMN, UNLESS NOTED OTHERWISE.
3. DIMENSIONS ARE NOMINAL AND TO FINISH FACE OF OVP, BOARD, CMU OR SHEATHING, UNLESS NOTED OTHERWISE.
4. COORDINATE SLAB DEPRESSIONS, DIMENSIONS, CLEARANCES, BRACING, ETC. WITH EQUIPMENT MFR'S.
5. REFER TO STRUCTURAL FOR TOP OF SLAB ELEVATIONS.
6. PROVIDE BLOCKING FOR ALL EQUIPMENT MOUNTED TO FLOORS, WALLS, AND CEILINGS.
7. REFER TO SHEET 2-A501 - PARTITION TYPES, FOR PARTITION CONSTRUCTION.
8. PROVIDE VERTICAL GYPSUM & CMU CONTROL JOINTS AT 24" O.C., ALONG GYPSUM & CMU JOINTS WHERE POSSIBLE. REFER TO PARTITION ALIGNMENT PLAN FOR LOCATION.
9. REFER TO EQUIPMENT PLANS FOR EQUIPMENT INFORMATION AND SCHEDULES.
10. SLAB SLOPE AT FLOOR DRAINS TO BE 1/8" FT. MAX.
11. REFER TO SHEETS 2-A002 & 2-A003 FOR ALL MOUNTING HEIGHTS AND ACCESSIBILITY GENERAL NOTES.
12. ALL SPRINKLER HEADS THAT OCCUR IN SUSPENDED CEILING SYSTEM SHALL BE CENTERED IN THE TILE.
13. SUSPENDED CEILING GRID SYSTEMS SHALL BE INSTALLED SUCH THAT THE GRID SPACING IS EQUALLY BALANCED WITHIN THE ROOM / SPACE AS SHOWN ON PLAN, UNLESS NOTED OTHERWISE.
14. ALL INTERIOR DOORS TO BE 5" FROM INSIDE CORNER OF FINISHED WALL UNLESS DIMENSIONED OTHERWISE.

INFORMATIONAL USE ONLY

CITY OF HARRISONBURG DEPT OF
PUBLIC TRANSPORTATION
ADMINISTRATION AND
MAINTENANCE FACILITY
ADMINISTRATION

475 E. WASHINGTON ST.
HARRISONBURG, VA 22802



6	ASI #07	09/05/2013
3	100% CD	01/16/2013
2	PLAN REVIEW COMMENTS	01/07/2013
1	PERMIT SET	10/19/2012
NO REVISION/SUBMISSION		DATE
PROJECT No. 3194-01		
DATE: SEE REVISIONS ABOVE		
SCALE: As indicated		

FLOOR PLANS

2-A101

ATTACHMENT N: PRICING SCHEDULE

This Attachment may be found on the City's website at www.harrisonburgva.gov/bids-proposals or on eVA at www.eva.virginia.gov as a separate MS Excel document. Vendors should complete this attachment and return with proposal submission in the same format.